



City of NORFOLK

C: Dir., Department of Public Works

To the Honorable Council
City of Norfolk, Virginia

June 9, 2015

From: David L. Ricks, Director of Public Works

Subject: Emergency Procurement
April 2015

Reviewed:

Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 2/6

Approved:

Marcus D. Jones, City Manager

Item Number:

C-1

- I. **Recommendation:** Receive and file.
- II. **Applicant:** City of Norfolk
- III. **Description:**
Emergency Procurement necessary to stabilize the Selden Arcade following an explosion.
- IV. **Analysis**
On April 17, 2015 at approximately 8:15 p.m., an explosion occurred at the Selden Arcade. Crews temporarily shored up the building's structural integrity to allow the Fire Marshall's Office to investigate. The force of the explosion destroyed water and electrical service and portions of the building are structurally unsafe.
- V. **Financial Impact**
Cost of emergency work is \$3,180.69; FY2015 Operating funds were utilized. Future restoration and repair of the Selden Arcade is under study. Potential cost of restoration and repair could be between \$500,000.00 and \$1,000,000.00 and could affect FY2016 funding, should FY2016 be utilized for construction.
- VI. **Environmental**
N/A
- VII. **Community Outreach/Notification**
N/A

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

We have established 24-hour security at Selden and are providing controlled, escorted access to tenants and workers. The city has been working around the clock to find solutions for Selden tenants. Local businesses, D'Egg and Starbucks, are only closed due to the loss of power. City offices located in Selden are also being temporarily relocated.



City of Norfolk

Inter Department Correspondence Sheet

TO: Marcus Jones, City Manager

FROM: Sid Kitterman, City Engineer

COPIES TO: David L. Ricks, Director of Public Works

SUBJECT: Report of Emergency/Sole Source Procurement

April 30, 2015

The following report of emergency/sole source procurements for the month of April forwarded in accordance with City Code Chapter 33.1-41:

1. Description of Procurement (emergency): Selden Arcade explosion

Department: Public Works

Contractor: Scaffolding Solutions
Amount: \$436.69

Contractor: CDM III
Amount: \$2,744.00

Justification: See attached memo

J. S. (Sid) Kitterman, III

JSK/tma




City of Norfolk

Inter Department Correspondence Sheet

TO: Marcus D. Jones, City Manager

VIA: Ronald H. Williams, Jr., Deputy City Manager

FROM: David L. Ricks, Director of Public Works 

COPIES TO: Sabrina Joy-Hogg, Deputy City Manager; Sid Kitterman, City Engineer;
Karen Colombo, Budget Manager

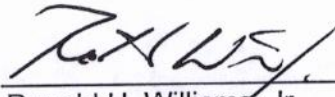
SUBJECT: Request for Emergency Procurement

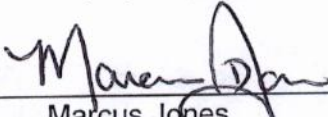
April 21, 2015

On Friday, April 17, 2015, an explosion occurred at the Selden Arcade. The damage has been deemed a threat to public health and safety thereby necessitating emergency repairs.

Request approval for emergency procurements to assess damage and recommend repairs/restoration in a timely and expeditious manner. We will be utilizing our Structural Engineering Services IDQ Agreement (Speight, Marshall & Francis) and Mechanical/Electrical Design Services IDQ Agreement (Robert G. Dashiell, Jr.) for initial assessments. Additional contracts may become necessary to complete repairs/restoration.

Currently, some demolition and debris removal was provided by CDM and temporary shoring of structural damage provided by Scaffolding Solutions. The City will be contracting directly with these contractors. Costs will be provided once received.

Recommended:  Date: 4/21/15
Ronald H. Williams, Jr.
Deputy City Manager

Approved:  Date: 4/22/15
Marcus Jones
City Manager

tma



Scaffolding SOLUTIONS

THE MOST ADVANCED SCAFFOLDING SYSTEM AVAILABLE

2608 Indian River Rd.
Suite 200
Chesapeake, Virginia 23224
Phone: (757) 494-1067
Fax: (757) 494-1068
www.scaffoldingsolutions.com

April 21, 2015

Toni Alvarez
City of Norfolk

RE: Emergency scaffolding for Seldon Arcade

The scaffolding specifications are outlined below:

- If additional days of rental are needed it shall be prorated daily at the rates below.
- Scaffold erection and dismantle to take place during normal business hours, defined as 7:00am – 4pm, Monday – Friday, unless otherwise stated.
- The scaffolding shall be installed on a Time and Material basis \$43.50 per man hour regular time and \$65.25 per man hour during overtime
- Daily inspections are not part of this proposal.
- If Scaffolding Solutions, LLC is going to be required to sign a Subcontract Agreement, we reserve the right of review or modification of all terms and conditions, prior to acceptance.
- If Davis Bacon wages apply, Scaffolding Solutions has the right to modify its labor rates accordingly.

Cost incurred as of Saturday April 18, 2015

Rental per 28 days	\$	24.00
Additional usage at \$0.85 per day		
Erection	\$	293.63
Freight in	\$	100.00
Sub Total	\$	417.63
Plus VA Sales Tax at 6%	\$	19.06
Total Price as Specified	\$	436.69

Thank you for the opportunity to provide you scaffolding for this project. Contact me if you have further questions.

Sincerely,





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Fax: (757) 494-1068
www.scaffoldingsolutions.com

Christopher Dunbar

Christopher Dunbar
757-494-1067 office
757-494-1068 fax
757-663-0035 cell
Cdunbar@scaffoldingsolutions.com

GENERAL TERMS AND CONDITIONS

1. Work site to be clean, free of debris, and ready for work.
2. Customer responsible for all crane/forklift service for duration of contract.
3. Customer responsible for adequate lighting to safely erect/dismantle staging.
4. For interior compartments, customer to provide a clean and dry space certified "safe for men, safe for hot work" and be inspected by customer in accordance with current regulation on a daily basis.
5. Customer to provide access cuts, as needed, for interior compartments.
6. Customer responsible for "Hot work"/"Cold Work" permits.
7. Customer responsible for daily staging inspections following acceptance of installed components. Scaffolding Solutions, LLC can accomplish daily inspections; however this will be subject to negotiated arrangements.
8. Containment once erected and accepted by customer representative can be repaired/replaced by Scaffolding Solutions, LLC subject to negotiated arrangements.
9. Scaffolding Solutions, LLC not responsible for injuries arising from individuals accessing incomplete/"tagged out" scaffolding/staging structures.
10. This quotation is based upon availability of personnel and equipment at time of award.
11. This quotation is good for 180 days.
12. Customer agrees to term of net 30 days. There will be a 1.5% finance charge on all past due invoices.

Other

17. Provisions by specific contract and itemized quotation will also apply.

SCAFFOLD RENTAL AGREEMENT CONTRACT

1. Scaffolding monthly rental billing period is for 28 days usage. Prorated usage after the first month will be charged at the daily rate of 1/28th of the specified monthly rate.
2. Rental period begins upon delivery receipt of material; or acceptance of completed scaffold structure by lessee's "Competent Person", if erection service is provided by Scaffolding Solutions, LLC. Rental period terminates upon equipment return; or start of scaffold structure dismantle process by Scaffolding Solutions, if dismantle service is provided by Scaffolding Solutions.
3. Lessee acknowledges receipt of the herein described personal property by delivery shipping ticket; or Lessee's Competent Person acknowledgement receipt.
4. Both parties agree that the property was inspected by the Lessor and personally examined by the Lessee at the time of delivery to and accepted by the Lessee and that the property was in good and serviceable condition.





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5. Title to the rented property is and at all times shall remain in the Lessor. Only the parties hereto and those other persons whose names are listed on the reverse side, are authorized to use the property and Lessee will not permit the property to be used by any other person or at any other address other than the address designated on the reverse side without the expressed consent of the Lessor.
6. The parties agree that the Lessor is neither the manufacturer of said property nor the agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship or capacity.
7. In the event that the rental property becomes unsafe or in a state of disrepair, Lessee agrees to immediately discontinue its use and promptly return it to the Lessor. If the condition is no the fault of the Lessee, the Lessor shall replace it with property of a like kind in good working order.
8. At the termination of this agreement, the Lessee will promptly return the rented property and all it's parts and attachments, to the Lessor's place of business. It is to be in the same condition as it was received, ordinary wear and tear expected. The Lessee agrees to pay for any damage to the property or loss of its parts or attachments, while in his possession or control. Should collection or litigation become necessary to collect damage and or loss, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
9. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind resulting from defects or inefficiency of the rented property or accidental breakage.
10. Lessee agrees to indemnify and save harmless the Lessor against all loss. Damage, expense and penalty arising from any action on account of any injury to person or property occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of the Lessee.
11. Lessee will give Lessor immediate notice of any levy attempted upon the rental property, or if the property for any cause becomes liable to seizure, and indemnify Lessor against all loss and damages caused by such action, including Lessor's reasonable attorney's fees and expenses.
12. Lessee will not retain the rental property beyond the "Due In" time without prior notice to and the consent of the Lessor. Lessee will; pay rental price in advance or with prior agreement with Lessor, immediately upon return of the property. Should collection or litigation become necessary, Lessee agrees to pay all collection charges, including reasonable attorney's fees and court cost.
13. At Lessor's sole discretion, all charges may revert to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not make a refund on any items out over thirty (30) minutes. Lessor may at his sole discretion, report the rental property stolen if held beyond "Due In" date.
14. Lessee waives and releases Lessor from all claims for injuries or damages to Lessee arising out to the use of the rental property by Lessee.
15. Lessee agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.
16. Customer agrees to terms of net 30 days. There will be a 1.5% finance charge on all past due invoices.

Other

17. Provisions by specific contract and itemized quotation will also apply.



CDM III

1874 General Booth Blvd

Virginia Beach Va. 23454

(757) 652-2651

INVOICE NO.

INVOICE
DATE

CUSTOMER
ORDER NUMBER

Invoice

453

Work done

4/18/15 to 4/20/15

TO:

CITY OF NORFOLK
ATTN: SCD KETTERMAN
757-374-6406

POC.

Craig Dean

SHIPPED VIA

TERMS

F.O.B.

DESCRIPTION

UNIT

AMOUNT

4/18/15 ON SITE AT REQUEST 11:45
OF MATT MARSHAL

MUSTER MEN AND EQUIPMENT

BEGON EXCAVATION OF SITE 12:30

THROUGH APPROX. 22 INCHES OF
CONCRETE

DEMOLISHED INTERIOR WALL
THAT WERE DEEMED UNSAFE
AND REMOVED MATERIAL TO
ROOM AT FRONT OF ARCADE.

KNOCK OFF 1000 PM

4/19/15

CONTINUE EXCAVATION OF 9:45 AM
ELECTRICAL MAIN POWER LINES

KNOCK OFF 2:00 PM

4/20/15

CUT SECTION OF MAIN
ELECTRICAL LINE FOR SCOTT
- FIRE MARSHAL

TOTAL PR

\$ 2744.00